

1 BILL NO. S-81-07-33

2 SPECIAL ORDINANCE NO. S-182-81

3
4 AN ORDINANCE approving a contract
5 between the City of Fort Wayne,
6 Indiana, and International Harvester
Company for fire protection to premises
outside the City.

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract, dated March 26, 1981,
11 between the City of Fort Wayne, by and through its Mayor and
12 Board of Public Safety, and International Harvester Company
13 and the furnishing of fire protection by the Fort Wayne Fire
14 Department to premises of International Harvester Company out-
15 side the city limits, described as follows, to-wit:

16 All buildings and improvements of
17 IHC located in an area bounded by New
18 Haven Avenue on the North; Meyer Road
19 on the East; Penn Central RR Tracks
20 on the South and Coliseum Boulevard on
the West including the buildings facing
21 on Pontiac Street Extended, and also
including the Endee Warehouse building
located on the SE corner of the above
22 area, which said area is visually shown
outlined in red on your Exhibit "A" at-
tached hereto and made a part hereof.

23 At a cost to International Harvester Company of \$58,291.00, all
24 as more particularly set forth in said contract which is on file
25 in the Office of the Board of Public Safety and is by reference
26 incorporated herein and made a part hereof, is hereby in all
27 things ratified, confirmed and approved.

28 SECTION 2. The proceeds of such contract received by
29 the City shall be deposited in the City "Fire Fighting Fund"
30 pursuant to I.C. 18-6-8-2.
31
32

SECTION 3. That this Ordinance shall be effective upon its passage and approval by the Mayor.


COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY JULY 24, 1981.


BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Salerno, and duly adopted, read the second time by title and referred to the Committee General (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-28-81, the 7 day of August, 19 81, at 7 o'clock P.M., E.S.T.

DATE: 7-28-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Salerno, and duly adopted, placed on its passage. PASSED ~~(last)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	<u> </u>	<u> </u>	<u>2</u>	<u> </u>
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EISBART	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
GIAQUINTA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
SCHMIDT, D.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
SCHMIDT, V.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHOMBURG	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 8-11-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) No. 1-182-81

on the 11th day of August, 19 81.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of August, 19 81, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of August, 19 81, at the hour of 3:44 o'clock P.M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-07-33

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving a contract between the City of Fort Wayne,
Indiana, and International Harvester Company for fire protection
to premises outside the City

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

Vivian G. Schmidt

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

MARK E. GIAQUINTA

Mark E. GiaQuinta

PAUL M. BURNS

Paul M. Burns

ROY J. SCHOMBURG

Roy J. Schomburg

8-11-81

DATE CHARLES W. WESTERMAN, CITY CLERK

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this 26th day of March 1981, between the CITY OF FORT WAYNE, Indiana, acting by and through its Mayor, Common Council, and Board of Public Safety, ("CITY") and INTERNATIONAL HARVESTER COMPANY, a corporation having a place of business in Adams Township, Allen County, Indiana ("IHC").

WHEREAS, IHC is the owner of certain improvements upon real estate near but outside the corporate limits of the CITY, described as follows:

All buildings and improvements of IHC located in an area bounded by New Haven Avenue on the North; Meyer Road on the East; Penn Central RR Tracks on the South and Coliseum Boulevard on the West including the buildings facing on Pontiac Street Extended, and also including the Endee Warehouse building located on the SE corner of the above area, which said area is visually shown outlined in red on your Exhibit "A" attached hereto and made a part hereof.

The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon the assessed real estate value of \$5,825,000 and personal property valuation of \$43,716,397 issued by the Adams Township Assessor's Office. The total assessed valuation being \$49,541,397.

and, WHEREAS, IHC desires to be assured that fire protection by CITY is available at the premises above described:

NOW, THEREFORE, the parties agree as follows:

1. From March 26, 1981 until March 25, 1982, upon CITY'S Fire Department being notified that there is a fire on the premises above-described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For firefighting services provided for herein, IHC shall pay to CITY at the following rates: On the first \$2.5 million of assessed valuation a rate of one quarter of 1% is charged (.0025). On the next \$2.5 million of assessed valuation a rate of 2/10 of 1% is applied (.002). On the next \$5 million of assessed valuation a rate of 15/100 of a percent is applied (.0015). On all valuation above \$10 million a rate of 1/10 of 1% is applied (.001). The improvement hereinabove identified having an assessed valuation of

\$49,541,397, the sum owing under this contract is \$58,291.00. Said sum shall be payable as follows: \$29,145.50 upon execution of this contract and the balance on or before September 26, 1981.

3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect IHC buildings, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and IHC operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention; (4) IHC shall supply to the CITY'S Fire Department land, street and building plans and the layout of each building.

4. The CITY and the CITY'S Fire Department shall not assume any liability for the safety, well-being or destruction of any structures, buildings or the contents therein nor for individuals involved herein in the execution of the contract.

5. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and Clerk of CITY, and the members of the Board of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

INTERNATIONAL HARVESTER COMPANY

By: R. E. Schmidt
R. E. Schmidt, Plant Manager

ATTEST:

M. J. Hulse
Plant Comptroller

CITY OF FORT WAYNE, INDIANA

By: Win C. Moses, Jr.
Win C. Moses, Jr., Mayor

BOARD OF PUBLIC SAFETY:

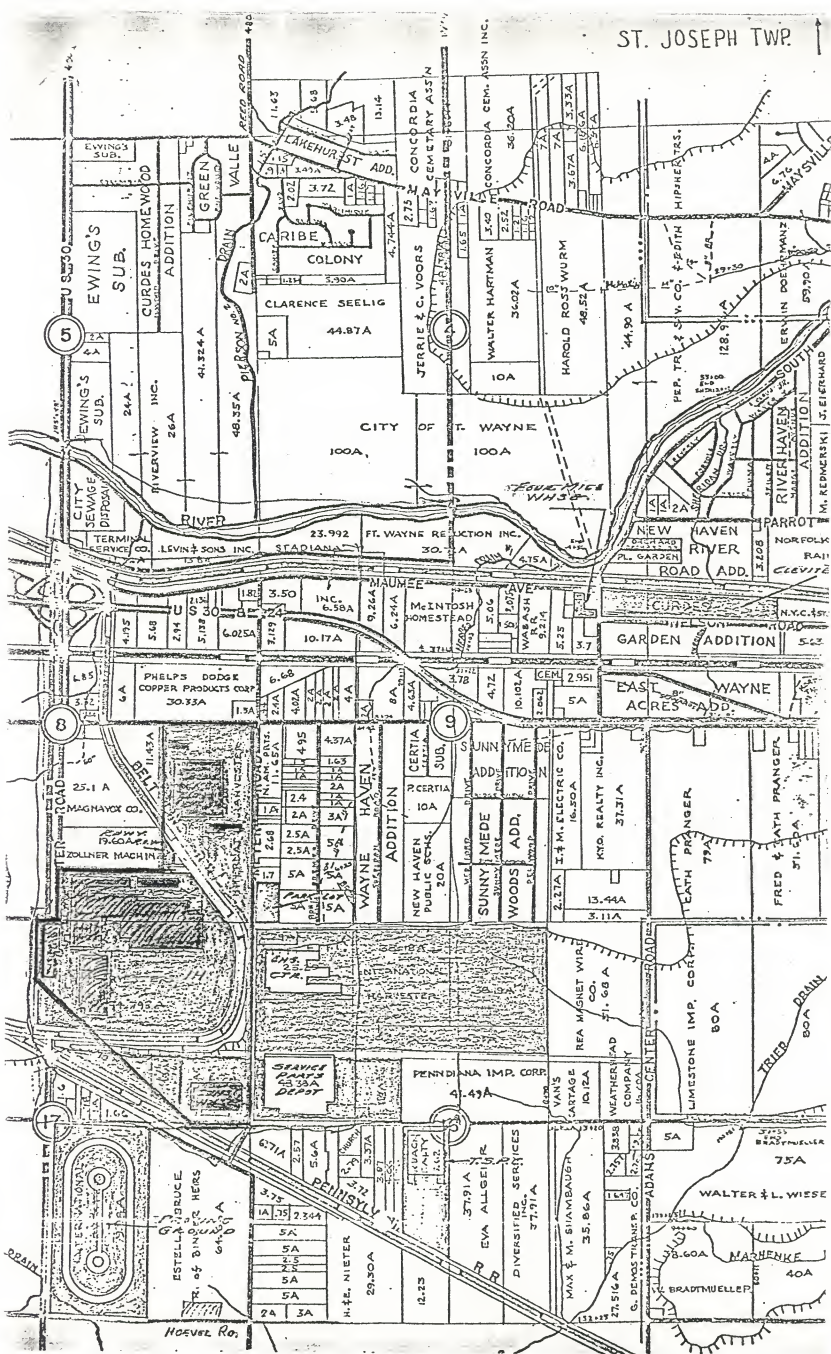
By: Nick Palermo
Nick Palermo, Chairman

By: _____
Helen P. Brown, Member

By: William H. White
William H. White, Member

I hereby certify that the foregoing contract was ratified and
approved by the Common Council of the City of Fort Wayne, Indiana
on _____ 1981.

Charles W. Westerman
Charles W. Westerman, Clerk



Admn. Appr. _____

DIGEST SHEET

81-07-33

TITLE OF ORDINANCE _____ Outside the City Fire Contract

DEPARTMENT REQUESTING ORDINANCE _____ Board of Public Safety

SYNOPSIS OF ORDINANCE _____ This would allow the City of Fort Wayne to provide fire
_____ protection for International Harvester Company. They, in turn, will pay the City
_____ \$58,291.00 which is used to purchase fire equipment.

EFFECT OF PASSAGE _____ The Fort Wayne Fire Department will receive \$58,291.00.

EFFECT OF NON-PASSAGE _____ The Fire Department will lose \$58,291.00

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____ None

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____ 7/17/81